

November 4, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE AGREEMENT BETWEEN THE  
LOS ANGELES COUNTY DISTRICT ATTORNEY AND  
THE CITY OF PARAMOUNT TO CONTINUE THE STRATEGIES  
AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM  
(4th DISTRICT) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Instruct the Chair to sign the enclosed Agreement between the Los Angeles County District Attorney's Office (County) and the City of Paramount (City) for the SAGE Program. The City will provide compensation to the District Attorney's Office in the amount of \$60,000 for the period of July 1, 2003 through June 30, 2004. The \$60,000 annual amount represents a partial offset of the total program costs for Fiscal Year 2003-04. The remaining funds will be provided by the District Attorney in the amount of \$18,933, and by the Fourth Supervisorial District Local Law Enforcement Block Grant (LLEBG) in the amount of \$75,733. The total program cost is \$154,666.
2. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the SAGE Program, and to execute and approve up to two one-year extensions to the Agreement, at an annual cost to the City not to exceed \$100,000, or be less than the current \$60,000 contribution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The SAGE program abates street gang violence and narcotic-related activities by utilizing civil injunctions and other procedures deemed appropriate by the parties to this Agreement. Approval of this Agreement will allow the District Attorney's Office to continue to provide the services of one deputy district attorney (DDA) to the City for this purpose. All services provided shall be consistent with the laws of the State of California, and the guidelines of the County and the City.

The City Council of Paramount has approved and signed this Agreement. Approval and signature by the Chair of the Los Angeles County Board of Supervisors is required to fully execute the SAGE Agreement for the current year. County Counsel has reviewed and approved the enclosed Agreement as to form.

### **Implementation of Strategic Plan Goals**

The focus of this program is consistent with the County's Vision and Strategic Plan in that it supports the County's "philosophy of teamwork and collaboration."

This program creates a partnership between the District Attorney's Office and the City of Paramount to combat street gang violence.

### **FISCAL IMPACT/FINANCING**

The total cost of this Agreement for the salary and employee benefits of one DDA is \$154,666 for Fiscal Year 2003-04. Funding for this program has been included in the District Attorney's 2003-04 budget.

The City of Paramount is providing a maximum of \$60,000 for Fiscal Year 2003-04 to partially cover the salary and benefits of one DDA for legal services provided under this Agreement. The Fourth Supervisorial District will allocate LLEBG discretionary funds and the District Attorney's Office will provide additional funding, respectively, in the amounts of \$75,733 and \$18,933 for Fiscal Year 2003-04.

The annual cost in each subsequent year shall be limited to the actual compensation level approved by the County of Los Angeles Board of Supervisors for Deputy District Attorney staff.

The DDA associated with this program has remained in place since June 2003 and has continued to provide services for this program. Upon receipt of the Board-approved Agreement, the City will forward reimbursement for services provided by the District Attorney's Office.

If funding for this Agreement were terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant-budgeted positions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In October 1999, the SAGE program was implemented in the City for an initial two-year period. Annually, the City has requested the District Attorney's Office to continue this program.

The DDA assigned to this program will pursue civil nuisance abatement actions, advise and work with City law enforcement officers, community leaders, other officials, and members of the community to assist in the development of a multifaceted strategy for improving public safety.

This program enhances the City's efforts to reduce street gang violence and graffiti problems, and to divert potentially dangerous gang activity into more constructive behavior in their community. The District Attorney's Office, with Board approval, has implemented the SAGE program in other cities to provide similar services.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Paramount SAGE program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998, requiring clearance with Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

The Honorable Board of Supervisors  
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**CONCLUSION:**

Acceptance of this Agreement is strongly recommended.

Following Board action on this Agreement, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and Agreement, containing original signatures, to Albert Ablaza, Contracts and Grants Unit, Los Angeles County District Attorney, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Mr. Ablaza at (213) 202-7683.

Very truly yours,

STEVE COOLEY  
District Attorney

aa:mmb

c: Chief Administrative Officer  
County Counsel

Enclosure



**AGREEMENT BY AND BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**AND**  
**THE CITY OF PARAMOUNT FOR THE**  
**STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the County of Los Angeles, a political subdivision of the State of California ("COUNTY"), and the City of Paramount, a general law city, under the laws of the State of California ("CITY") and both of whom are collectively referred to as the "PARTIES".

**WHEREAS**, the CITY is in need of a program to reduce street gang activity and graffiti problems, to reduce illicit narcotics sales and use and to abate criminal nuisance conditions and activities; and

**WHEREAS**, the COUNTY, through its Office of the District Attorney, with the CITY recognizes the need for innovative approaches for the suppression of street gang activity, graffiti, vandalism, narcotics sales and use, criminal nuisance properties and related problems; and

**WHEREAS**, the COUNTY has adopted and is implementing in other cities a program called Strategies Against Gang Environments (SAGE) which provides legal services aimed at reducing street gang activity, narcotics sales and use and related problems occurring within cities; and

**WHEREAS**, the CITY desires to enter into an Agreement with the COUNTY to implement the SAGE program within the territorial boundaries of the City of Paramount;

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the PARTIES agree as follows:

1.0 **PURPOSE**

The purpose of this Agreement is to maintain one deputy district attorney within the City of Paramount, to perform services, as mutually agreed upon by both PARTIES, to reduce gang violence through the abatement of gang and narcotic-related activities in the City of Paramount by civil injunctions, forfeiture proceedings, informal intervention, technical assistance to Sheriff's personnel and other procedures deemed appropriate by the PARTIES. These services shall be consistent with the laws of the State of California and the guidelines of the COUNTY and CITY.

2.0 **TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2003 and continue through June 30, 2004, unless sooner terminated as provided herein. Upon mutual agreement of both PARTIES, this Agreement may be extended annually up to two additional one-year periods.

3.0 **COUNTY OBLIGATIONS**

COUNTY shall provide, on behalf of CITY, the services of one deputy district attorney, from the Community Prosecution Division, on a full-time basis, to pursue appropriate criminal sanctions against targeted offenders, criminal

nuisance abatement actions and advise and work with the Paramount Public Safety Office and other law enforcement officers, community leaders, city officials, and other members of the community, to assist the CITY in the development of a multifaceted strategy for improving public safety, including the use of civil injunctions. The County of Los Angeles Office of the District Attorney shall have sole discretion in personnel matters including the selection, tenure and transfer of the deputy district attorney assigned to the CITY. Specific tasks to be performed shall be subject to the approval of the City Public Safety Director. The County of Los Angeles Office of the District Attorney shall have sole and independent prosecutorial discretion to determine which matters should be filed as criminal cases and civil injunctions, and to give objective and impartial consideration to each individual case, including pleas and sentencing options. The prosecutor assigned to the CITY pursuant to this Agreement will appropriately, independently, and pursuant to legal rules of ethics and professional responsibility which govern the actions of prosecuting attorneys, furnish to the CITY appropriate prosecutorial and SAGE program legal services. Subject to the County of Los Angeles District Attorney's discretion, the specific activities shall include, but are not limited to:

- 3.1 The tracking of criminal cases and creation of profiles, as allowed by law, of the most problematic gang and/or tagger youths in the CITY in an effort to provide prosecutors, probation officers, parole agents, school officials, judges and other pertinent personnel with current and accurate information that is relevant to the determination of suitable terms of



punishment and/or supervised probation; and

- 3.2 The initiation of civil injunctive relief that is deemed appropriate, including, but not limited to, the abatement of public nuisances such as illegal drug sales, gang activity and other conditions which have the tendency to lead to the commission of violent and serious gang-related crimes; and
- 3.3 The use of civil and quasi-criminal procedures that are deemed appropriate and which are intended to help reduce the incentives for criminal and gang activities; and
- 3.4 Participation in neighborhood and community programs to improve public safety and reduce gang activity.

#### 4.0 **PAYMENT TERMS**

The contract sum, authorized by the CITY hereunder shall not exceed \$60,000 for the period covering July 1, 2003 through June 30, 2004 which shall be the total monetary amount payable by the CITY to the COUNTY for providing one deputy district attorney to perform services for the SAGE Program, as specified in this Agreement. Should the PARTIES agree to extend the Agreement, the annual cost of the program in subsequent years shall be limited to the actual compensation approved by the County of Los Angeles Board of Supervisors for the deputy district attorney staff and the annual contribution in each subsequent year shall be limited to an amount mutually acceptable to both PARTIES not to exceed \$100,000 or be less than the current contribution of \$60,000.

## 5.0 **MUTUAL INDEMNIFICATION**

- 5.1 The COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage, or expense is directly and proximately caused by the negligence or wrongful acts of COUNTY in the performance of SAGE program activities, and to pay on behalf of the CITY any and all claims, damages, judgments, defense cost, adjuster fees and attorney fees directly resulting therefrom.
- 5.2 The CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage or expense is directly and proximately caused by the negligence or wrongful acts of the CITY in execution of SAGE program activities and to pay on behalf of the COUNTY, any and all claims, damages, judgments, defense cost, adjuster fees and attorney fees directly resulting therefrom.

## 6.0 **INVOICES AND PAYMENTS**

- 6.1 All invoices under this Agreement shall be submitted to the following address:
- City of Paramount  
Director of Public Safety  
16400 Colorado Avenue  
Paramount, California 90723
- 6.2 Payment of the full amount agreed to will be made by the CITY to the

COUNTY upon execution of this Agreement by both PARTIES. Should the PARTIES agree to extend this Agreement, payment will be due upon execution of the extensions.

7.0 **TERMINATION**

This Agreement may be terminated by either party upon 30 days written notice.

All costs incurred up to the date of termination shall be prorated and reimbursed accordingly.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Los Angeles hereby authorizes the District Attorney or his designee, to serve as Project Director for said program, and to perform all further tasks necessary for the completion of the project, including execution and submission of amendments, extensions, augmentations and budget revisions to the program.

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**AGREEMENT BY AND BETWEEN THE LOS ANGELES COUNTY  
DISTRICT ATTORNEY AND THE CITY OF PARAMOUNT FOR THE  
STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Chair and the seal of said Board to be hereto affixed by the Executive Officer-Clerk thereof, and the City of Paramount has caused this Agreement for the Strategies Against Gang Environments to be signed by its duly authorized officers.

County of Los Angeles

By \_\_\_\_\_  
Chair, Board of Supervisors

Attest: Violet Varona-Lukens  
Executive Officer-Clerk of  
the Board of Supervisors

City of Paramount  
a municipal corporation

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Gene Daniels, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM BY  
COUNTY COUNSEL:

Attest:  
City Clerk

LLOYD W. PELLMAN

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_